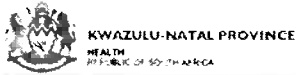


SharePoint

Zuma Mxolisi ▾ ?



## KZN Health Intranet

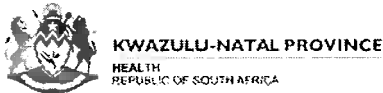
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HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health &gt; Components &gt; Supply Chain Management

AdvertQuote



### Quotation Advert

Opening Date: 2022-06-17

Closing Date: 2022-06-24

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: Umgeni hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Umgeni Hospital, Old Main Road, Howick

Date Submitted: 2022-06-15

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
UMH39/22-23

Item Category: Services

Item Description: Cleaning of gardens & grounds

Quantity (if supplies)

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit

Date: 2022-06-21

Time: 11h00

Venue: Umgeni Hospital, Finance Boardroom

QUOTES CAN BE COLLECTED FROM: Download from web page

QUOTES SHOULD BE DELIVERED TO: Umgeni Hospital, Old Main Road, Howick

#### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Miss S Mkhwanazi

Email: Sinenhlanhla.Mkhwanazi@kznhealth.gov.za \*

Contact Number: 033 3306146

Finance Manager Name: Mr. D Ntuli

Finance Manager Signature:

No late quotes will be considered

**ANNEXURE D – TARGET LOCAL**

**PRE QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT IN COMPLIANCE WITH  
PROCUREMENT REGULATION 2017**

<b>Tender Number</b>	<b>Quote No: UMH 39/22-23</b>	<b>Description of Service</b>
		<b>06 Month contract: Cleaning of gardens &amp; grounds in Umngeni hospital</b>

**Note: The tenderer (bidder) who fail to meet the following pre-qualification criteria will be regarded as non-responsive and will immediately be disqualified.**

PRE – QUALIFICATION CRITERIA	DOES QUALIFY? YES/NO/NA
1. A Tenderer (bidder) have a stipulated minimum B-BBEE status level 1 contributor on Central Supplier Database (CSD)	
2. A Tenderer (Bidder) subcontracting a minimum of 30% to an EME or QSE which on CSD is at least 51% owned by black people who are local, whose address indicate that they are living within catchment area of the hospital which is <b>Howick</b> and surrounding areas of <b>Umngeni Municipality</b> .  Or 3. A Tenderer (Bidder) on CSD which is at least 51% owned by black people who are local, whose address indicate that they are living within catchment area of the hospital which is <b>Howick</b> and surrounding areas of <b>Umngeni Municipality</b> .  <b>Note: Tenderer (Bidder) failing either of the two criterion will be regarded as non-responsive and immediately be disqualified.</b>	
4. A tenderer (Bidder) must submit Original proof of residence from Ward Counsellor or utility bill of tenderer (bidder) not less than three (3) months old.  Or  A Tenderer (bidder) subcontracting must submit original proof of address from Ward Counsellor or utility bill of tenderer (bidder) not less that three (3) months old.  <b>Note: Tenderer (Bidder) failing either of the two criterion will be regarded as non-responsive and immediately be disqualified.</b>	
5. If the Tenderer (Bidder) opted to subcontract a minimum of 30% to an EME or QSW per above, there must be valid proof of joint venture agreement endorsed with South African Police (SAPS) affidavit. Note: We reserve the right to check validity of the joint venture agreement. Tenderer (Bidder) subcontracting but failing this criteria will be regarded as non-responsive and immediately disqualified.	
6. The EME and QSE sub contracting must be registered with Central Supplier Database (CSD), have valid tax clearance certificate on Central Supplier Database (CSD). If expired there must be proof of tax clearance certificate which will be checked and verified with SARS via pin number.	
7. Does the Tenderer (Bidder) comply with the pre-qualification criteria? If NO what is/are the reason/s	

**Note: Prospective Tenderer (Bidder) is obliged to comply with pre-qualification criteria as prescribed on Preferential Procurement Regulation 2017, any tenderer (bidder) who fail to comply with this will be regarded as non-responsive and be disqualified**

## EVALUATION CRITERIA

This quotation will be evaluated as follows:

1. Phase 1 – Prequalifying criteria as prescribed on Annexure D
2. Phase 2 – Mandatory requirements and scope of work
3. Phase 3 – Price and Preferential Point system 80/20 System



DESCRIPTION: CLEANING OF GARDENS & GROUNDS

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
		CLEANING OF GARDENS & GROUNDS				
		FOR A PERIOD OF SIX (6) MONTHS				
		COMPULSORY SITE MEETING: 24/06/2022 AT 11H00				
		MAINTENANCE BUILDING				
		NB:REQUIREMENTS				
		ONLY CONTRACTORS REGISTERED ON BARGAINING				
		COUNCIL FOR THE CONTRACTORS CLEANING INDUSTRY				
		(KZN) CERTIFICATE WILL BE CONSIDERED				
		VALID TAX CERTIFICATE,CERTIFIED BBBEE				
		EME CERTIFICATION / SWORN AFFIDAVIT				
		Original certification should not be older than				
		three(3) months				
		Failure to comply with the above requirement				
		will invalidate the quotation submitted				
		This form must be fully completed failure to comply will				
		lead to disqualification				
		ATTACH CSD TO YOUR QUOTE				
		<i>NB: PLEASE PRINT DOCUMENT</i>				
		<i>FROM WEB PAGE. DOCUMENTS</i>				
		<i>WILL NOT BE GIVEN AT</i>				
		<i>SITE MEETING</i>				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: <u>Mrs. V Grantham</u> Tel: <u>033 3306146</u></p> <p>E-Mail Address: <u>Valerie.grantham@kznhealth.gov.za</u></p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: <u>Miss S Mkhwanazi</u> Tel: <u>033 3306146</u></p>
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## SPECIFICATION FOR MAINTENANCE AND CLEANING OF GARDEN AND GROUNDS

### SCOPE OF WORK:

**CLEANING OF GARDEN AND GROUNDS AT UMGENI SPECIALISED PSYCHIATRIC HOSPITAL FOR THE PERIOD OF SIX (06) MONTHS 01 JULY2022 TO 31 DECEMBER 2022.**

**COMPULSORY: WORKERS TO BE PAID NOT LESS THAN THE MINIMUM WAGE AS DETERMINED BY LAW, PROOF OF PAYMENT OF WAGES FOR WORKERS TO BE SUBMITTED ON A MONTHLY BASIS.**

**NUMBER OF STAFF 20 PER DAY( One supervisor included)**

#### 1. Areas of Responsibility are as follows:

- 1.1 garden maintenance of all garden areas within defined property area.
- 1.2 Mowing of all grassed areas including nature strips at the property.
- 1.3 Rubbish and debris to be removed from all areas within the property.
- 1.4 Sweeping /blowing of all pathways , ground gutters & driveways of all refuse following completion of cutting areas within property must be removed.
- 1.5 Trimming and pruning of trees including trees /shrubs and those overhanging any pedestrian path or walk ways according to Council Regulations
- 1.6 Removal of all fallen and dead trees/shrubs within the property
- 1.7 Weeds are to be removed from all areas within the property and weed control to be maintained.
- 1.8 Contractor to submit Job Safety Analyses sheets and Material safety Data sheets for all works
- 1.9 All garden refuse to be removed from site on a weekly basis in line with the accepted waste management practises.

#### **Weed Definition:**

Any plant that is unwanted, Non-active or classed as a noxious weed is to be removed and disposed of.

## 2. SPECIFICATIONS

### **Grasses Area Maintenance**

- 2.1 Prior to mowing all grass areas are to be cleared of any litter, stones, tree branches And other obstacles.
- 2.2 All grassed areas including nature strips adjoining the property are to receive the attention required on each scheduled visit
- 2.3 Grass and weeds are to be cut to a height considered normal for grassed areas.
- 2.4 Lawn edges to buildings, paths fences or other structures and garden beds are to be trimmed and to the level of the adjacent mowed area.
- 2.5 Edges shall be trimmed to reveal the edge of the path, kerb and fence lines.
- 2.6 Grass around trees and shrubs in lawn area to be trimmed to the butt of the tree/ shrub.
- 2.7 All these locations (with approval) spraying of herbicides may be used to control the grass, particular care to be taken not to ring bark and tree or bush.
- 2.8 Pathways, ground gutters and gutters are to be swept /blown clean after the completion of mowing.
- 2.9 All grassed areas to be mowed in accordance with relevant Job safety analysis where Required.
- 2.10 Recommendations for improvements to property lawn, grassed areas are to Discussed with relevant site manager.

### **Garden Bed Maintenance (Gardening & Weeding)**

- 2.11 Garden beds are to be kept well presented, in a neat fashion.
- 2.12 Weeds and suckers are to be removed from all garden beds, ground gutters, car parks and other areas within property area.
- 2.13 All shrubs, bushes / plants are to be pruned and shaped where required with relevant Job Safety Analysis.
- 2.14 All rubbish within garden beds is to be removed and taken off site.
- 2.15 Tree branches are to be trimmed to provide a vertical clearance from the driveway and car parking surfaces of 4 meters (unless otherwise specified for special requirements)
- 2.16 Trees and shrubs are to be pruned to a height of 4 meters to avoid interference to pedestrians, cars, cyclists and delivery vehicles.
- 2.17 Corridor entrance/ exit to site /property to be maintained for the safety of pedestrians/ vehicle traffic
- 2.18 Fallen trees. Shrubs and dead foliage are to be cut out and removed.
- 2.19 All mature and juvenile trees are to be pruned in accordance with relevant Job safety analysis (as per JSA's regarding safe use of chainsaws, clippers, hedge trimmers etc.) and environmental standards.
- 2.20 Trained personnel to carry out advanced tree works at the request of the institution.

### **Car Park/ Pathway Maintenance**

- 2.21 All rubbish to be removed and taken off site
- 2.22 Leaves and rubbish that have accumulated against buildings, walls, pathways and drains shall be picked up and removed.
- 2.23 Weed control to be established through the use of herbicides in all car park/ Pathway areas (as per JSA)
- 2.24 Poison application will adhere to all departments of primary industry standards.
- 2.25 Ivy control in problem areas (fences etc.) is to be dealt with accordingly
- 2.26 At completion of work, all areas are to be cleared of garden refuse to ensure Areas are free of leaves, grass, dirt and litter.
- 2.27 Monthly inspections of drains, gutters etc. are to be performed with each maintenance visit and reported on when work is required as excess build up leaves and twigs can impede water flow.
- 2.28 When necessary areas are to be cleaned as agreed upon by the Institution

### **Site Clean Up**

- 2.29 During the course of the work the contractor shall keep the site in a clean and safe condition
- 2.30 The contractor is directly responsible to ensure the work site/area is kept neat at all times and must be totally cleaned up on completion of the work.
- 2.31 The contractor will be recalled to carry out a clean-up at the contractor's cost and time if found otherwise.

### **Perimeter Fence**

- 2.32 The interior area around perimeter must be cleared of alien vegetation, weeds, and vines growing on the mesh fencing (must be poisoned and removed).
- 2.33 One (1) metre inside and outside area around perimeter fence must be cleared As per stipulation of the institution.

### **Vacant Areas**

- 2.34 All vacant areas of the hospital site at the entrance to the staff houses must be cleaned.
- 2.35 Areas outside staff accommodation must be cleaned once a month.
- 2.36 Areas at the bungalow's must be cleaned and cleared of all litter.
- 2.37 Contractor must clean vacant house areas within the institution

### **Safety**

#### **OH&S Requirements**

- 2.38 Personnel to wear appropriate personal protective equipment (PPE) as each

job requires e.g. gloves, safety boots, ear muffs, goggles, masks, safety clothing as per OHS safety requirement for the job. (Said PPE to be provided by Contractor)

2.39 All safety procedures as outlined in JSAs are to be adhered to for the protection

Of not only the worker but for the relevant personnel & and the public

2.40 All staff to undergo medical surveillance at least twice a year.

#### **General Conditions of the Contract**

- Compliance with the Bargaining Council is compulsory for this bid.  
Attach a valid certificate specially for cleaning.
- Compliance with UIF
- Tax Certificate
- Letter of good standing with Department of Labour
- BBBEE Certificate Level 1
  
- Employment of the workforce first preference must be given to local community
  
- The contractor shall provide all the oil, fuel and maintenance required to operate the necessary equipment.
- Contractor to provide refuse bags for litter, leaves and garden waste.
- Staff to have identification name tags

#### **Hours of Duty**

- Services to be rendered Monday to Friday
- 07h30 to 16h00
- Attendance registers to be signed daily.
- Daily weekly or monthly duties to be rostered and supported by Grounds Manager
- It is the duty and responsibility of the contractor to ensure that his/her staff at all times Present a detailed approach to their duties.

#### **Penalties**

- Shortage of staff will constitute in a penalty, per worker per day
- Unsatisfactory work performance will constitute a penalty of the total invoice
- Poor performance of service provider staff will be removed from site with immediate effect and the letter will be provided to service provider.



**CLEANING OF GARDEN AND GROUNDS (HECTARES) AT UMGENI SPECIALISED PSYCHIATRIC HOSPITAL FOR THE PERIOD OF SIX (06) MONTHS 01 JULY 2022 TO 31 DECEMBER 2022.**

**MACHINERY AND MAINTENANCE REQUIREMENTS**

The Bidder must itemize the machinery/ other equipment that their company will utilise at the institution to Successfully execute he contract

<b>MACHINERY/ EQUIPMENT</b>	<b>QUANTITY</b>
Ride on lawn mower	01
Brush cutters	04
Hedge trimmer	01
Chain saw	01
Step ladder	02
Leave blowers	01
Rakes	06
Hard brooms	06
Spade	05
Garden forkes	05
Grass slashers	07
High presuure cleaner with extension cord 20m	01
Hose Pipe 30m	01
Garden hand tool set	02

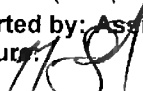
**NOTE**

- Performance Management of this bid will be monitored by the institution, Management reserve the right to cancel the bid immediately should there be any breach in the terms and conditions of the contractor.

Compiled by: Ms Mkhwanazi Gardens and grounds manager

Signature: 

Supported by: Assistant Director: Systems

Signature: 

Approved by: Acting Chief Executive officer

Signature: 



## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

### 2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

### 4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

#### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

#### 6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

#### 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
  - (i) The institution has determined that a compulsory site meeting take place.
  - (ii) Date **21 /06 /2022** Time **11 :00** Place **UMGENI HOSPITAL - MAINTENANCE BUILDING**

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: ..... Signature: ..... Date: .....
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#### 8. STATEMENT OF SUPPLIES AND SERVICES

- 8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

#### 9. SUBMISSION AND COMPLETION OF SBD 6.1

- 9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

#### 10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

## TAX INVOICE

10.3. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

## 11. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 12. PENALTIES

- 12.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 12.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 12.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 12.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

## 13. TERMINATION FOR DEFAULT

- 13.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 13.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 13.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

## 14. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**  
applicable box)

(Tick

YES		NO	
-----	--	----	--

7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

**8. Whether the sub-contractor is an EME or QSE**

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

YES		NO	
-----	--	----	--

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<b>WITNESSES</b>
1. ....
2. ....

..... <b>SIGNATURE(S) OF BIDDERS(S)</b>
DATE: .....
ADDRESS..... ..... .....



## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number ..... dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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